

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION <u>FACILITIES</u> Department	DATE JANUARY 7, 2013	Date and Time by Which Quotation Must be Returned 02:00 PM, Central Time JANUARY 10, 2013
	TO THE VENDOR: To be returned on or before date specified above to:		
Name and Address of Vendor (Firm or Individual), PLEASE COMPLETE BEFORE RETURNING		THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT, COENEN HALL 140 700 UNIVERSITY AVE (Physical Add: 4014 LaSalle) MONROE, LOUISIANA 71209-2250	
<div style="border: 1px solid black; height: 100px; width: 100%;"></div>		NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES	
		THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASE REQUISITION NO. 219417 BID # 104 P. O. No.			
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS:</p> <ol style="list-style-type: none"> 1 READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2 ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3 THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK. 4 BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5 BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 6 BIDS SHALL BE SUBMITTED BY FAX TO 318-342-5218. BIDS MUST BE SUBMITTED NO LATER THAN 2:00 PM ON THURSDAY, JANUARY 10, 2013. 7 TO ASSURE CONSIDERATION OF YOUR BID, THIS COVER PAGE MUST BE COMPLETED AND RETURNED WITH BID. 8 BIDS OR QUOTATIONS MAY BE CONSIDERED FOR ALL OR PART OF TOTAL QUANTITIES. (NOT APPLICABLE) 9 NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. <u>COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST.</u> 10 IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 11 ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN. <p>For questions regarding this bid, please contact <u>Susie Clay</u> at <u>318/342-5209</u>.</p>			
TO THE VENDOR:		THIS QUOTATION IS SUBMITTED BY	
BID BOND NOT REQUIRED		Name of Vendor (Firm or Individual) _____	
		Signature _____	
		Name (Printed) _____	
PERFORMANCE BOND WILL BE REQUIRED		Telephone # _____	
LOUISIANA CONTRACTORS LICENSE #		Fax # _____	
		Title _____	
		Quote # _____	
		Date Submitted _____	

DECLARATION OF EMERGENCY

Per authority delegated to me per R.S. 39:1598 and as the Chief Procurement Officer for the University of Louisiana at Monroe, I hereby make an emergency declaration and authorize the emergency rental, procurement and repairs on the boiler, surrounding equipment and structure at Stubbs Hall on the campus of the University of Louisiana at Monroe. Steps should be taken to solicit fax quotations following normal purchasing procedures where practical.

Due to the damage resulting from the explosion of the boiler at Stubbs Hall, and due to the fact that as a result, there will be no heat available for this building, an imminent threat exists to the public health, welfare, safety, or public property under emergency conditions as defined in accordance with regulations.

Larry K. Estess
Director of Purchasing

Faxed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., January 10, 2013.

For: Stubbs Hall Mechanical Room Boiler & Hot Water Pump Replacement

Bid Number: 50006-104

Complete Bidding Documents may be obtained from: The Director of Purchasing, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318 342 5218 or the State of Louisiana LaPac page: <http://wwwsrch2.doa.louisiana.gov/osp/lapac/pubmain.asp> by using Bid No.50006-104 .

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Definitions:

“Alternate” A specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

“Base Bid” The amount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

“Bid” A complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, is evaluated on price alone and is not subject to qualification.

“Bidder” An entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

“Bid Form” A form provided to the bidder on which to submit his bid.

“Bid Security” A bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

“Bidding Documents” Documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

“Owner” The public entity issuing the bid.

"Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision.

"Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

"Public work" Means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

“Unit Price” The amount stated in a project bid representing the price per unit of materials and/or services.

**Combined Recommended Language for Invitations to Bid (ITB)
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: _____

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: The University of LA Monroe **BID FOR:** Stubbs Hall Mechanical Room Boiler & Hot
700 University Avenue Water Pump Replacement
Coenen Hall 140 Bid No. 50006-104
Monroe LA 71209-2250

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: The University of Louisiana at Monroe and dated: January 7, 2013

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____
No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

BASE BID: For all work required by the Bidding Documents for the Installation of Boiler in Stubbs Hall, I/we bid a lump sum price of:

_____ Dollars (\$ _____)

NAME OF FIRM OR JOINT VENTURE: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATED: _____

* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. 50006-104 For The University of Louisiana at Monroe

Purpose of Contract: Stubbs Hall Mechanical Room Boiler & Hot Water Pump Replacement

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of Five hundred dollars (\$500) from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at The University of Louisiana at Monroe, and is fully aware of what is expected of the successful bidder (s).

Louisiana Contractor's License Number

Firm Name`

Authorized Signature

Title

Phone/Fax Numbers

Date

STATE OF LOUISIANA
PARISH OF OUACHITA

NAME _____
LOCATION _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 201____.

Signature of Notary: _____

The University of Louisiana at Monroe
Monroe, Louisiana

This Agreement, made and executed, on this _____ day of the month _____ in the year of our Lord, TWO THOUSAND and THIRTEEN, by and through _____, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled, Stubbs Hall Mechanical Room Boiler & Hot Water Pump Replacement, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered 50006-104, was opened on _____, at _____. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$ _____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

Performance will begin _____

The University of Louisiana at Monroe

BY: _____

TITLE: _____

BY: _____

TITLE: _____

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
 1. Declaration of Emergency.
 2. Instructions to Bidders.
 3. Bid Form
 4. Contract between Owner and Contractor.
 5. Performance and Payment Bond.
 6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
 7. General Conditions of the Contract for Stubbs Hall Mechanical Room Boiler & Hot Water Pump Replacement.
 8. Supplementary (and amended General) Conditions.
 9. Divisions of the Technical Specifications.
 10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that ULM's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

- 3.4 Bids are to be faxed to 318/342-5218 and will be received until the time specified and at the place specified in the Invitation for Bids. It shall be the specific responsibility of the Bidders to deliver to The University of Louisiana at Monroe at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.
- 3.7 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.8 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.9 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
- a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. The University of Louisiana at Monroe shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Ouachita Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by The University of Louisiana Monroe.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Ouachita Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by The University of Louisiana at Monroe.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$30,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number on the bid form.

CONTRACTOR'S AFFIDAVIT

- 1.2 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.3 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Ouachita Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Ouachita Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the DIVISION 1-General Requirements.

ARTICLE 3

INSURANCE

INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. **The cost of such insurance shall be included in the Contractor's bid.**

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. BUILDER'S RISK COVERAGE

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "ALL RISK" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to Louisiana-Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk Insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include and endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of

Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of The University of Louisiana at Monroe and State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, and employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of **"A- VI or higher"**. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by The University of Louisiana at Monroe before work commences. The University of Louisiana at Monroe reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

DIVISION 1 - GENERAL REQUIREMENTS
University of Louisiana at Monroe (ULM)

Stubbs Hall Mechanical Room
Boiler & Hot Water Pump Replacement

1. The University of Louisiana at Monroe (ULM) seeks fax bids from Louisiana licensed contractors to replace a hot water boiler system in the Stubbs Hall Mechanical Room. Stubbs Hall is located at 409 Bayou Drive, Monroe, LA 71209 on the main campus of the University of Louisiana at Monroe.
2. The University needs the new boiler installed and operational as soon as possible due to a major incident with the old boiler system. The old boiler system suffered a natural gas explosion / flash fire when ULM personnel tried to re-ignite this old boiler. It was apparently leaking natural gas and when a source of ignition was presented there was an immediate flash fire / explosion. The explosion destroyed the boiler and caused damaged to piping, piping insulation, valves, and the heating water pumps. The explosion also destroyed the motorized fresh air louvers in the mechanical room. The explosion also caused some structural damage to the building.
3. The scope of work shall include the following:
 - a. Complete all needed demolition of the old boiler system, pumps, valves, piping, pipe insulation, louvers, etc.
 - b. Provide and install a new hot water boiler in accordance with all manufacturer's requirements and recommendations, in accordance with all codes, laws, rules, etc. and in accordance with these bid specifications. The new boiler and all installation shall be fully compliant with Louisiana State Fire Marshal Boiler regulations and shall include necessary inspection and permitting fees from the Louisiana State Fire Marshal.
 - c. A new housekeeping concrete pad or a metal framed base shall be installed to raise the new boiler above the finished floor level by at least four inches.
 - d. The new boiler shall be provided and installed in accordance with detailed technical specifications that follow.
 - e. Provide and install two new heating water pumps. The new pumps shall be similar in size and function to the existing pumps. The purpose is to replace these old pumps that were damaged in the explosion.
 - f. Provide and install new valves throughout the Stubbs Mechanical room for distribution of heating water. New valves shall be similar to design and function of old valves. The purpose is to replace these valves that were damaged in the explosion.
 - g. Provide and install a new exhaust vent / stack for the new boiler. The new exhaust vent / stack shall include a new rain cap for the new stack. This work shall also include all necessary roofing work to ensure that the stack is correctly installed through the roofing membrane and is adequately waterproofed.
 - h. Provide and install new motorized fresh air louvers. The new louvers shall be similar to the design of function of the old louvers. The purpose is to replace these fresh air louvers that were damaged during the explosion.
 - i. Repair, replace, and modify all piping as needed to accommodate the new boiler, pumps, and valves. All piping shall be copper piping with soldered joints.
 - j. Replace all damaged pipe insulation. Install new pipe insulation for new piping connections to the new boiler. Pipe insulation shall be fiberglass with a PVC jacket.
 - k. Repair, replace, and install all electrical connections needed to properly connect the new boiler system, pumps, motorized valves, motorized louvers, etc. All electrical work shall be in accordance with all applicable codes, rules, laws, etc.
 - l. Repair, replace, and install building automation system controls for the new boiler system, pumps, valves, louvers, etc. All of this equipment shall seamlessly integrate with the existing building automation system for the campus. The controls shall provide full remote control of the boiler system included start / stop, scheduling, temperature set points, outside air control, alarming, etc.
 - m. Complete any and all other work needed to ensure that the new boiler, valves, pumps, louvers, piping, pipe insulation and any other components fully comply with all applicable rules, laws, manufacturer's requirements, etc.
 - n. Complete system start up with a fully qualified boiler technician authorized by the manufacturer to start the new boiler system. The new boiler shall be adjusted, calibrated, etc. by the start up technician to ensure that it is running in optimal condition.

- o. Contractor and / or start up technician shall provide detailed, documented training to ULM maintenance personnel (approximately ten maintenance personnel will need to be trained) on the boiler, pumps, valves, louvers, building automation system controls, etc.
- p. Contractor shall schedule and arrange for the final inspection of the installed boiler system by the Louisiana State Fire Marshal's office. The inspection shall include all necessary fees, permits, etc. Contractor shall pay for all expenses associated with this inspection.
- q. Contractor shall provide a full one year warranty for all work completed. The one year warranty period shall begin on the date that the training is completed for ULM personnel by the contractor. The training cannot be completed until the startup has been completed. The contractor shall respond on site at ULM and begin work to complete any needed repairs during the warranty period within 48 hours of receiving notice by ULM. This warranty is in addition to any manufacturer's warranties.

4. Construction Schedule:

The University shall require that the successful contractor fully complete the entire job and shall have the new boiler operational within **twenty (20) calendar days** of receiving notice to proceed with this work from the University.

5. Liquidated Damages:

The University will assess liquidated damages at the rate of **\$500 per day** for each day over the required twenty day deadline.

6. Inspect the Area of Work:

Contractors are required to physically inspect the Stubbs Hall Mechanical Room prior to submitting a bid / quote for this work. This area is available for inspection from 7:00 AM to 4:30 PM on Monday, January 7, 2013 through, Wednesday, January 9, 2013. The area will also be available for inspection on Thursday, January 10, 2013 from 7:00 AM until bids are due at 2:00 PM. Contractors must verify that the new boiler and all systems they propose on installing will fit the Stubbs Hall Mechanical Room without any structural modifications to the mechanical room. Contractors are required to measure and verify all dimensions. To schedule a time to inspect the mechanical room please contact Jason Roubique at 318-342-5171.

7. Bid Submittal:

Bids shall be submitted by fax to 318-342-5218. **Bids must be submitted no later than 2:00 PM on Thursday, January 10, 2013.** Bids shall include a lump sum price for the entire scope of work. Bids shall also include a copy of the contractor's certificate of insurance, a copy of the most recent W-9 tax ID form, and the contractor's license number from the Louisiana Licensing Board for Contractors. Bids must be signed by an authorized official of the company submitting the bid.

8. Safety – the University places a high priority on working safely and ensuring the safety and security of our entire campus.

- a. Contractor Safety Program – the contractor shall have a documented safety program that fully addresses all applicable requirements specifically including all requirements by the Occupational Safety and Health Administration (OSHA).
- b. Safety Training – all contractor employees assigned to work at ULM shall be fully trained and certified in all areas of occupational health and safety that they may encounter while working at ULM. This specifically includes training for working from ladders and scaffolds, working from heights, confined space training, lockout / tagout training, hazard communication and material safety data sheet training, etc.
- c. Accident / Incident Reporting – the contractor shall immediately report to ULM contract coordinators any accident, incident, and / or near miss that occurs while working at the University. The report shall include detailed information and an accident investigation to determine the root cause of the accident / incident. A post accident drug and alcohol test shall be administered at the contractor's cost. The results of that test shall be shared with the University.
- d. Mark / Label / and Properly Barricade Work Areas – the contractor shall install warning / caution signs, tape, and all other needed materials to properly barricade work areas to ensure that members of the University community (students, faculty, staff, and visitors) do not inadvertently travel into work areas.
- e. Driver Safety – all contract employees who drive motorized vehicles on ULM property must operate these vehicles in full compliance of all applicable laws, rules, regulations, etc. All employees shall wear seat belts / restraints at all times. Drivers shall be extremely careful at all times, watch out for pedestrians, and drive very conservatively / defensively. Special parking arrangements must be coordinated in advance with the University Police Department.

9. Contractor Employee Requirements:

- a. The University reserves the right to require the contractor to remove any employee who fails to comply with safety rules, regulations, etc. or who is otherwise working in an unsafe manner.
- b. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. A shirt with at least short sleeves shall be worn at all times (no sleeveless, tank tops, etc.). The shirt shall include the name of the employee or alternately the employee may wear an identification badge. The shirt shall be worn tucked inside of the trousers at all times. The employee shall wear long pants / trousers at all times. The pants / trousers shall be free from large tears, holes, rips, etc. The University reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the University requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.
- c. The University reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the University deems it to be in the University's best interest.
- d. Contractor's employees will not be able to use common areas of any University facility for breaks, lunch, etc. Contractor shall be allowed to use the common restrooms in these facilities.
- e. Contractor's employees shall not engage in conversations with ULM students, faculty, staff, or visitors at any time.
- f. Contractor's employees shall adhere to the university's tobacco use policy. See <http://ulm.edu/tobaccouse/>

10. Damages to ULM Facilities

Contractor shall be responsible for all damage to the existing site and facilities that is caused by this project. The contractor shall carefully document existing site conditions and existing damages prior to commencing work. The contractor shall repair all damage to its original, undamaged condition prior to completing this project.

11. Warranty

Contractor shall fully warranty all work completed for a full year from the date of acceptance by the owner. Contractor shall respond on site to the University within forty eight (48) hours of receiving a phone or email notification of a warranty issue from the University. All warranty repairs and service shall be completed at no charge to the University. This warranty is in addition to any manufacturer warranties that may be applicable to this project.

12. Disposal

Contractor shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, permits, etc.

Detailed Specifications for New Stubbs Hall Boiler

BOILERS

GENERAL

SUMMARY

- A. This Section includes gas-fired, condensing cast-iron boilers for heating hot water.
- B. Provide one (1) boiler meeting the following performance requirements:

Boiler Input Capacity (BTUH)	3,000,000
Boiler Output Capacity (BTUH)	2,781,000
Flow Rate (GPM)	450
Flue Size (inches)	8
Efficiency @ 60 deg return H2O & 20 deg rise	99%
Maximum Length (inches)	87
Maximum Width (inches)	32
Maximum Height (inches)	72
Weight (lbs)	3500
Hydrotherm Model Number (basis of design)	KN-30

SUBMITTALS

- A. Product Data: Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories for each model indicated.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, required clearances, and method of field assembly, components, and location and size of each field connection
- C. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.
- D. Source Quality Control Tests and Inspection Reports: Indicate and interpret test results for compliance with performance requirements before shipping.
- E. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.
- F. Maintenance Data: Include in the maintenance manuals Include parts list, maintenance guide, and wiring diagrams for each boiler.

QUALITY ASSURANCE

- A. Listing and Labeling: Provide electrically operated components specified in this Section that are listed and labeled.
1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.
- B. ASME Compliance: Boilers shall bear ASME "H" stamp and be National-Board listed.
- C. FM Compliance: Control devices and control sequences according to requirements of FM.
- D. Comply with NFPA 70 for electrical components and installation.

COORDINATION

- A. Coordinate size and location of concrete bases.

WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents. Installing contractor shall provide one year of warranty parts and labor.
- B. Special Warranty: Submit a written warranty, executed by the contractor for the heat exchanger.
- C. Warranty Period: Manufacturer's standard; but not less than 10 years from date of Substantial Completion on the heat exchanger. Warranty shall be non-prorated and not limited to thermal shock. Additional 21 yr thermal shock warranty on heat exchanger. One (1) year standard parts warranty.
- D. Manufacturer's representative shall supply a factory authorized service technician to start up the boilers.
- E. DEMONSTRATION: Engage a factory-authorized service representative to train Owner's maintenance Personnel as specified below:
 - 1. Operate boiler, including accessories and controls, to demonstrate compliance with requirements.
 - 2. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
 - 3. Review data in the maintenance manuals.
 - 4. Review data in the maintenance manuals.
 - 5. Schedule training with Owner with at least 7 days' advance notice.

PRODUCTS

MANUFACTURERS

- A. Available Manufacturers: Hydrotherm KN-30 is the basis of design. Manufacturer shall be a company specializing in manufacturing gas-fired, condensing cast-iron boilers specified in this section with minimum five (5) years experience.
- B. Design: Boilers shall be CSA design certified as a condensing boiler. Boilers shall be designed for a minimum of 5:1 continuous turn down with constant CO₂ over the turndown range. The boiler shall operate with natural gas or propane, and a thermal efficiency rating up to 99% at minimum input.

The boiler shall be symmetrically air-fuel coupled such that changes in combustion air flow or flue flows affect the BTUH input without affecting combustion quality. The boiler will automatically adjust input for altitude and temperature induced changes in air density.

The boiler will use a proven pilot direct spark ignition system.

The boiler shall use a UL approved flame safeguard ignition control system using flame rod detection. The design shall provide for silent burner ignition and operation.

The boiler shall be down fired counter flow such that formed condensate always moves toward a cooler zone to prevent re-evaporation.

An aluminum corrosion resistant condensate drain designed to prevent pooling and accessible condensate trap shall be provided. In some jurisdictions, a means of neutralizing the condensate Ph levels may be required. Boiler shall be able to vent a horizontal distance of 100 equivalent feet with a vent diameter equivalent to the combustion chamber outlet diameter.

- C. Service Access: The boilers shall be provided with access covers for easily accessing all serviceable components. The boilers shall not be manufactured with large enclosures, which are difficult to remove and reinstall.

All accesses must seal completely as not to disrupt the sealed combustion process. All components must be accessible and able to adjust with the removal of a single cover or cabinet component.

- D. Indicating Lights: Each boiler shall include a diagnostic control panel with a full text display indicating the condition of all interlocks and the BTUH input percentage. Access to the controls shall be through a completely removable cover leaving diagnostic panel intact and not disrupted.
- E. Manufacturers: Hydrotherm (a Mestek Company) is the basis of design. Weissman is also approved. Other products that can meet or exceed all performance based specifications shall be considered.

COMPONENTS

- A. Combustion Chamber: The combustion chamber shall be constructed of cast-iron. It shall be a down-fired design utilizing light weight refractory around the burner housing.
- B. Heat Exchanger: Boilers shall be a cast iron sectional unit designed for pressure firing and shall be constructed and tested for 100 P.S.I water working pressure, in accordance with the A.S.M.E. Section IV Rules for the Construction of Heating Boilers. Individual sections will have been subjected to a hydrostatic pressure test of 250 PSIG at the factory before shipment and they shall be marked, stamped or cast with the A.S.M.E. Code symbol.

Boilers with less than 250-psi pressure test will not be acceptable for this project. The sections shall be of a down fired counter flow single-pass design. Water ports will be sealed with graphite port connectors. The sections will be fully machined for metal to metal sealing of the gas side surfaces. The design will provide for equal temperature rise through all sections. The heat exchanger shall be designed to prevent fluid boiling. The heat exchanger design shall accept full design flow of the system.

- C. Jackets: Painted Steel.
- D. Gas Burner: The burner shall be metal fiber mesh construction, allowing high turndown of the fuel/air mixture. The burner flame shall burn horizontally and be of the pre-mix type with a forced draft fan. Burner shall fire to provide equal distribution of heat throughout the entire heat exchanger. The burner shall be easily removed for maintenance without the disruption of any other major component of the boiler. The boiler shall have a 5:1 turndown.
- E. Ignition Components: The ignition hardware shall consist of Alumina ceramic insulated ignition electrodes and camphol flame rod sensing permanently arranged to ensure proper ignition electrode alignment.
- F. Rated Capacity: The boiler shall be capable of operating at rated capacity with pressure as low as 2" W.C. at the inlet to the burner pressure regulator.
- G. The burner shall be capable of 99% efficiency without exceeding a Nox reading above 12 ppm.
- H. The burner and gas train shall be provided with the following trim and features:
 1. Burner Firing: Full modulation with 5:1 turndown @ Continuous CO₂
 2. Burner Ignition: Interrupted spark
 3. Safety Controls: Energize ignition, limit time for establishing flame, prevent opening of gas valve until pilot flame is proven, stop gas flow on ignition failure, and allow gas valve to open.
 4. Flue-Gas Collector: Enclosed combustion chamber with integral combustion-air blower and single venting connection.
 5. Gas Train: Redundant Dug's gas valve with manifold and line pressure tapings.
 6. Safety Devices: Blocked air-flow switch, and blocked flue detection switch, high temperature auto reset. All safeties to be factory mounted.

BOILER TRIM

- A. Controls: The boiler control package shall be a MTI Heat-Net or equivalent, integrated boiler management system.

The control system must be integral to each boiler, creating a control network that eliminates the need for a "wall mount" stand-alone boiler system control.

Additional stand-alone control panels, independent of a Building Management System (BMS), shall not be allowed to operate the boiler network.

The Heat-Net control shall be capable of operating in the following ways:

1. As a stand-alone boiler control system using the Heat-Net protocol, with one “Master” and multiple “Member” units.
2. As a boiler network, enabled by a Building Management System (BMS), using the Heat- Net protocol, with one “Master” and multiple “Member” units.
3. As “Member” boilers to a Building Management System (BMS) with multiple input control methods.

Master:

A boiler becomes a Master when a resistance type 10K sensor is connected to the J10 “SYS/DHW HEADER” terminals.

The sensor shall be auto detected.

The Master senses and controls the header/ loop temperature utilizing a system set point.

It uses any boilers it finds “Heat-Net Members” or those defined in the control setup menus to accomplish this.

The “Master” shall also have the option of monitoring Outside Air Temperature “OA” to provide full outdoor air reset functionality.

Only one master shall be allowed in the boiler network.

When operating as a “Master”, the Heat-Net control provides a stand-alone method using a PID algorithm to regulate water temperature. The algorithm allows a single boiler “Master” or multiple “Master + Member” boilers in a network of up to 16 total boilers. The control algorithm is based upon a control band, at the center of which is the setpoint. While below the control band, boilers are staged on and modulated up until the control band is entered. Once in the control band, modulation is used to maintain setpoint.

Optimized system efficiency is always accomplished by setting the Modulation Maximum “Mod-Max” setting to exploit each boiler in the network’s inverse efficiency curve. The control shall operate so that the maximum number of boilers required, operate at their lowest inputs until all boilers are firing. Once all boilers are firing, the modulation clamp is removed and all boilers are allowed to fire above this clamped percentage up to 100%. This “boiler efficiency” clamp is defaulted to 50% and thus limits all the boilers individual outputs to 50% until the last boiler fires.

The 50% default must be field adjustable for varying operating conditions.

All boilers modulate up and down together always at the same modulation rate.

Boilers are shut down only when the top of the band is breached, or before the top of the band, if the control anticipates that there is a light load.

Timers shall also be included in each control in the network to prevent any boiler from short cycling.

Member:

Additional boilers in the network always default to the role of member.

The lack of sensors connected to the J10 terminals “SYS/DHW Header” on each additional boiler shall ensure this.

Each “Member” shall sense its supply outlet water temperature and modulate based on signals from a Building Management System (BMS) or “Master” boiler.

When operating as a member, starting, stopping, and firing rate shall also be controlled by the “BMS” or “Master” boiler.

When using the Heat-Net protocol, the system setpoint shall be sent from the “Master”, along with the modulation value to control firing rate. It also receives its command to start or stop over the Heat-Net cable.

Each “Member” will continuously monitor its supply outlet temperature against its operating limit. If the supply temperature approaches the operating limit temperature (adjustable), the boiler's input control rate is limited and its modulation value decreases to minimize short cycling. If the operating limit is exceeded, the boiler shall shut off.

Each Heat-Net control in the boiler network shall have the following standard features:

1. Digital Communications Control.
 - A. Boiler to Boiler: Heat-Net
 - B. Building Management System (BMS): MODBUS standard protocol.
 - C. Building Management System (BMS): BACNET and LONWORKS optional protocols.
 2. Analog 4:20 supported.
 3. Distributed control using Heat-Net protocol for up to 16 total boilers.
 4. System/Boiler operating status in English text display.
 5. Interlock, Event, and System logging with a time stamp.
 6. Advanced PID algorithm optimized for specific boilers (KN-Series).
 7. Four dedicated temperature sensor inputs for: Outside Air Temperature, Supply (Outlet) Temperature, Return Temperature (Inlet), and Header Temperature.
 8. Automatically detects the optional temperature sensors on start up.
 9. Menu driven calibration and setup menus with a bright 2-line Vacuum Fluorescent Display.
 10. (3) Dedicated 24vac interlock monitors used for diagnostics and providing feed-back of faults and system status.
 11. Boiler pump or motorized boiler valve control modes.
 12. Combustion Air Damper control with proof time.
 13. Optional USB/RS485 network plug-in to allow firmware updates or custom configurations.
 14. LONWORKS interface on Trane Summit BAS System.
 15. Alarm contacts.
 16. Runtime hours.
 17. Outdoor Air Reset with programmable ratio.
 18. Time of Day clock to provide up to four (4) night setback temperatures.
 19. Failsafe mode when a Building Management System (BMS) is controlling setpoint. If communications is lost, the boiler/system shall run off the Local Setpoint.
- B. Safety-Relief Valve: ASME rated, factory set to protect boiler and piping as per schedule/drawings. 100 psi maximum allowable working pressure
- C. Gauge: Combination water pressure and temperature shipped factory installed. LCD outlet temperature readout to be an integral part of the front boiler control panel display to allow for consistent easy monitoring of temperatures factory mounted and wired.
- D. Burner Controls: Boiler shall be provided with a Fenwal series flame safe guard with flame rod rectification.
- E. High Limit: Temperature control with auto-reset limits boiler water temperature in series with the operating control. High Limit shall be factory mounted and sense the outlet temperature of the boiler through an immersion sensor.
- F. PROVIDE THE FOLLOWING STANDARD TRIM:
1. Aluminum Condensate Receiver Pan
 2. Blocked Air Pressure Switch
 3. Blocked Flue Detection Switch
 4. Modulation Control
 5. Temperature/Pressure Gauge

6. Auto Reset High Limit
7. Air inlet filter
8. Supply Outlet Temperature Display
9. Full Digital Text Display for all Boiler Series of Operation and Failures
10. Combustion Air Fan with Safety Interlock
11. Condensate Drain

MOTORS: 120 volt 15 amp circuit.

SOURCE QUALITY CONTROL

Test and inspect boilers according to the ASME Boiler and Pressure Vessel Code, Section IV.

Boilers shall be test fired in the factory with a report attached permanently to the exterior cabinet of the boiler for field reference.